

CITY OF FAIRFIELD

RESOLUTION NO. 2011 – 170

**RESOLUTION OF THE CITY COUNCIL APPROVING THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO GHILOTTI CONSTRUCTION COMPANY, FOR THE LINEAR TRAIL ALTERNATE ROUTE: NIGHTINGALE DRIVE (CML-5132(038)) PROJECT**

**WHEREAS**, the bid opening for the Linear Trail Alternate Route: Nightingale Drive (CML-5132(038)) Project took place on July 12, 2011; and

**WHEREAS**, the apparent low bidder was Ghilotti Construction Company, in the amount of \$220,430.00.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:**

**Section 1.** The plans and specifications for the Linear Trail Alternate Route: Nightingale Drive (CML-5132(038)) Project are hereby approved.

**Section 2.** The City Manager is directed to enter into a contract with Ghilotti Construction Company for the Linear Trail Alternate Route: Nightingale Drive (CML-5132(038)) Project in the amount of \$220,430.

**Section 3.** The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

**Section 4.** The City Manager is hereby authorized to implement the above-mentioned contract.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of August 2011, by the following vote:

AYES: COUNCILMEMBERS: Price/Timm/Moy/Mraz/Vaccaro

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

Nancy F. Price  
MAYOR

ATTEST:

Annette K. Cortright  
CITY CLERK  
pw

## CITY OF FAIRFIELD

STATE OF CALIFORNIA

PROPOSAL

## LINEAR TRAIL ALTERNATE ROUTE: NIGHTINGALE DRIVE

FEDERAL AID PROJECT NO: CML-5132(038)Name of Bidder: GHILOTTI CONSTRUCTION COMPANY

To the City Clerk of the City of Fairfield:

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the State general prevailing wage rates or the Federal minimum wage rates set forth herein), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the Department of Transportation Standard Plans, dated May, 2006, the Standard Specifications, dated May, 2006, and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished. Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be total amount of bid.

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within fifteen (15) working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of THIRTY (30) calendar days from the date of said written notice to proceed.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Fairfield Department of Public Works, and that discretion will be exercised in the manner deemed by the City of Fairfield Department of Public Works to best protect the public interest in the prompt and economical completion of the work. The decision of the City of Fairfield Department of Public Works respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the two (2) bonds in the sums required by the State Contract Act, with surety satisfactory to the Department of Public Works, within 15 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the Department that the contract has been awarded, the Department of Public Works may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Fairfield.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the City of Fairfield, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the City Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

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**LINEAR TRAIL ALTERNATE ROUTE: NIGHTINGALE DRIVE**

**FEDERAL AID PROJECT NO: CML-5132(038)**

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	Mobilization, (Includes temporary office, trailers, utilities, demobilization, and restoration except as included elsewhere)	LS	1	20000.-	20000.-
2	Storm Water Pollution Prevention, (Includes SWPPP preparation, implementation, monitoring, and cleanup and removal)	LS	1	500.-	500.-
3	Traffic Control and work area signs, (Includes the temporary relocation of two bus stops during construction)	LS	1	7700.-	7700.-
4	Furnish and install protective 4 ft high orange mesh and t-post fence around areas designated on plan	LF	50	8.-	400.-
5	Demolition and Off-haul of Asphalt Roadway at crosswalks	CY	33	220.-	7260.-
6	Clearing and Grubbing	LS	1	2000.-	2000.-
7	Furnish and install In-Road Warning Lights	EA	2	39900.-	79800.-
8	Furnish and install stamped and colored asphalt for crosswalks	EA	2	2750.-	5500.-
9	Furnish and install miscellaneous asphalt as needed	LS	1	19500.-	19500.-
10	Install Modified Caltrans Type C Ramp	EA	18	3200.-	57600.-
11	Retrofit Existing Ramp to meet ADA guidelines including detectable warning surface (truncated dome)	EA	5	2800.-	14000.-
12	Refresh striping and pavement marking	LS	1	1700.-	1700.-
13	Install "Sharrows" striping, pavement marking and guidance signage	LS	1	4150.-	4150.-
14	Repaint Curb at Bus Stops	LF	160	2.-	320.-

Total \$ 220,430.-

Please complete this form legibly and in its entirety. Incomplete forms shall be grounds for disqualifying the bid.

## LINEAR TRAIL ALTERNATE ROUTE: NIGHTINGALE DRIVE

FEDERAL AID PROJECT NO: CML-5132(038)

### DESIGNATION OF SUBCONTRACTORS

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the City Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
1) Mike Brown Electric Sol - A Mercantile Cotati, CA	3067467	Electrical	3%
2) Striping Graphics 501 Aaron Street Cotati, CA	5767536	Striping & Markers	3%
3) Asphalt Impressions 8151 37th Ave Sacramento, CA	900385	Stamped Asphalt	2%
4)			

Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
5)			
6)			
7)			
8)			
9)			
10)			

Note: Attach additional sheets if required

i.Cert., Fed/FAS 07-06-92;

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder X, proposed subcontractor \_\_\_\_\_, hereby certifies that he has X, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares

under penalty of perjury under the laws of the State of California that the bidder has  has not  been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes  No

If the answer is yes, explain the circumstances in the following space.

N/A

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION  
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

NA

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Lobbying Cert 06-04-90

Nonlobbying Certification for Federal Aid Contracts

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID

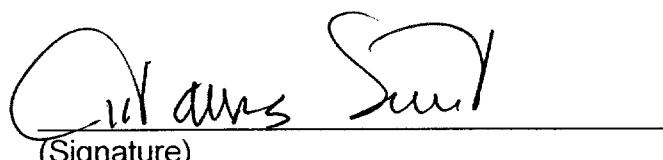
In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, Thomas Smith, being first duly sworn, deposes and says that he or she is Estimating Manager of GHILOTTI CONSTRUCTION COMPANY the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

7/11/11  
(Date)

  
(Signature)

Thomas Smith

NOTE: THIS FORM MUST BE NOTARIZED.

Estimating Manager

# **CALIFORNIA JURAT WITH AFFIANT STATEMENT**

- See Attached Document (Notary to cross out lines 1–6 below)  
 See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

## State of California

County of Sonoma

Subscribed and ~~sworn to~~ (or affirmed) before me on this

(1) Thomas Smith \_\_\_\_\_,  
Name of Signer

proved to me on the basis of satisfactory evidence  
to be the person who appeared before me (.) (.)

(and

(2) \_\_\_\_\_

~~proved to me on the basis of satisfactory evidence  
to be the person who appeared before me.'~~

**Signature**

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Further Description of Any Attached Document**

**Title or Type of Document:**

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above:

**RIGHT THUMPRINT  
OF SIGNER #1**

**RIGHT THUMBPRINT  
OF SIGNER #2**  
Top of thumb here

→ Bidders Bond

Accompanying this proposal is a (select one)  check or  cashier's check (payable to "City of Fairfield") in an amount equal to at least ten percent of the total of the bid.

#### IMPORTANT NOTICE

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Ghilotti Construction Company, Inc.  
Name of Firm

**GHILOTTI CONSTRUCTION COMPANY**

246 Ghilotti Avenue

Santa Rosa, CA 95407

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Business Address

(707) 585-1221

Phone Number

 Thomas Smith

Signature of Responsible Official

**Estimating Manager**

Contractor's License:

a. Class: A, C8, C12, C21, C42, HAZ

b. Number: 644515

c. Expiration Date: 5-31-12

FEI Number: 68-0273222

If bidder or other interested person is a corporation, state legal name of corporation secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Ghilotti Construction Company, Inc.

Richard W. Ghilotti - President, Treasurer

Stacy L. Magill - Secretary

Ali Yazdi - GM

## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**LINEAR TRAIL ALTERNATE ROUTE: NIGHTINGALE DRIVE**

**FEDERAL AID PROJECT NO: CML-5132(038)**

WHEREAS Ghilotti Construction Company, Inc.

246 Ghilotti Avenue, Santa Rosa, CA 95407

*(Name and address of Bidder)*

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_

Safeco Insurance Company of America

1001 Fourth Ave., Safeco Plaza, Seattle, WA 98154

*(Name and address of Surety)*

("Surety") a duly admitted surety insurer under the laws of the State of California, as

Surety, are held and firmly bound unto City in the penal sum of Ten Percent of Total Amount Bid

\*\*\*\*\*  
Dollars (\$ 10% of Bid ), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

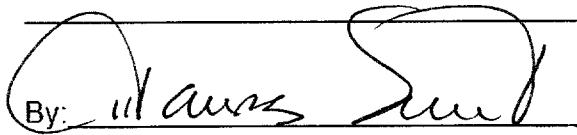
THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845. IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 21, 2011

"Contractor"

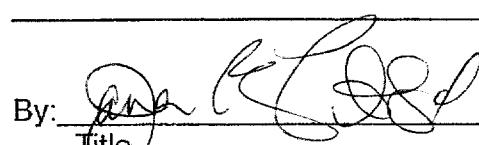
Ghilotti Construction Company, Inc.

By:   
Title      Thomas Smith  
              Estimating Manager

By: \_\_\_\_\_  
Title

"Surety"

Safeco Insurance Company of America

By:   
Title      Jana B. Pilgard, Attorney in Fact

By: \_\_\_\_\_  
Title

(Seal)

(Seal)

Note: *This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached*

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

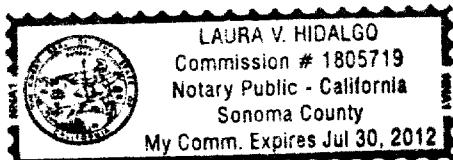
State of California

County of Sonoma

On July 11, 2011 before me, Laura V. Hidalgo, Notary Public,  
Date \_\_\_\_\_  
personally appeared Thomas Smith

Here Insert Name and Title of the Officer

Name(s) of Signer(s)



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Individual

Individual

Partner —  Limited  General

Partner —  Limited  General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMPRINT OF SIGNER
Top of thumb here

RIGHT THUMPRINT OF SIGNER
Top of thumb here

## ACKNOWLEDGMENT

State of California  
County of Placer)

On June 21, 2011 before me, Kathy Rangel, Notary Public  
(insert name and title of the officer)

personally appeared Jana B. Pilgard,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathy Rangel

(Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**SAFECO INSURANCE COMPANY OF AMERICA  
SEATTLE, WASHINGTON  
POWER OF ATTORNEY**

**KNOW ALL PERSONS BY THESE PRESENTS:** That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **DONA LISA BUSCHMANN, JANA B. PILGARD, ROBERT D. LAUX, KATHY RANGEL, ALL OF THE CITY OF ROSEVILLE, STATE OF CALIFORNIA.....**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **THREE HUNDRED MILLION AND 00/100\*\* \*\*\*\*\* DOLLARS (\$ 300,000,000.00\*\*\*\*\* )** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

**ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.**

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 27th day of April 2011.

**SAFECO INSURANCE COMPANY OF AMERICA**

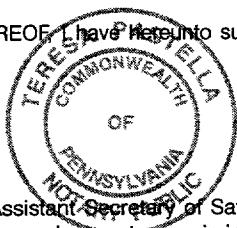
By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 27th day of April, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires Mar. 28, 2013  
Member, Pennsylvania Association of Notaries

By Teresa Pastella  
Teresa Pastella, Notary Public

**CERTIFICATE**

I, the undersigned, Assistant Secretary of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

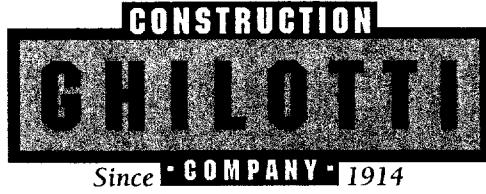
This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 21st day of June, 2011.



David M. Carey  
David M. Carey, Assistant Secretary



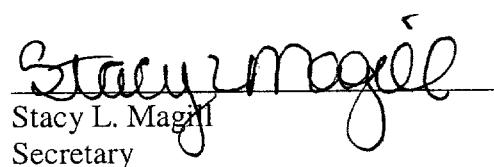
### Corporate Resolution to Execute Proposals

Resolved that this Corporation, Ghilotti Construction Company, hereby approves and appoints Richard W. Ghilotti, President of Ghilotti Construction Company, Brian Ongaro, Vice President of Ghilotti Construction Company, Ali Yazdi, VP, General Manager of Ghilotti Construction Company, Stacy L. Magill, Secretary of Ghilotti Construction Company, and Tom Smith, Estimating Manager of Ghilotti Construction Company for the purpose of executing in the name of this corporation, any and all bid documents and Bidder's Bonds.

Resolved further, that any and all actions taken by Richard W. Ghilotti, Brian Ongaro, Ali Yazdi, Stacy L. Magill and Tom Smith in executing said bid documents and Bidder's Bonds be, and they hereby are, ratified and approved, and all such Proposals and bonds and documents are hereby adopted as binding obligations of this corporation.

I, Stacy L. Magill, Secretary of Ghilotti Construction Company, a corporation incorporated under the laws of the State of California, do hereby certify that the foregoing is a full, true and correct copy of resolutions of the Board of Directors of the said corporation, duly and regularly passed and adopted at a special meeting of the Board of Directors of the said corporation which was duly and regularly called and held in all respects as required by law, and by the bylaws of the said corporation, at the office thereof on the 2<sup>nd</sup> day of November, 2004, at which special meeting a majority of the board of Directors of the said corporations was present and voted in favor of said resolutions.

IN WITNESS WHEREOF, I have hereto set my hand as such Secretary and affixed the corporate seal of the said corporation, this 13<sup>th</sup> day of June, 2011.



\_\_\_\_\_  
Stacy L. Magill  
Secretary

— Engineering Contractor —

**DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

**1. Type of Federal Action:**

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

**2. Status of Federal Action:**

- a. bid/offer/application
- b. initial award
- c. post-award

**3. Report Type:**

- a. initial
- b. material change

**For Material Change Only:**

year \_\_\_\_\_ quarter \_\_\_\_\_  
date of last report \_\_\_\_\_

**4. Name and Address of Reporting Entity**

Prime

Subawardee

Tier \_\_\_\_\_, if known

**5. If Reporting Entity in No. 4 is Subawardee,  
Enter Name and Address of Prime:**

Congressional District, if known

Congressional District, if known

**6. Federal Department/Agency:**

**7. Federal Program Name/Description:**

CFDA Number, if applicable \_\_\_\_\_

**8. Federal Action Number, if known:**

**9. Award Amount, if known:**

NO LOBBYING ACTIVITIES!!

**10. a. Name and Address of Lobby Entity  
(If individual, last name, first name, MI)**

**b. Individuals Performing Services (including  
address if different from No. 10a)  
(last name, first name, MI)**

(attach Continuation Sheet(s) if necessary)

**11. Amount of Payment (check all that apply)**

\$ \_\_\_\_\_  actual      planned

**13. Type of Payment (check all that apply)**

- |                          |                         |
|--------------------------|-------------------------|
| <input type="checkbox"/> | a. retainer             |
| <input type="checkbox"/> | b. one-time fee         |
| <input type="checkbox"/> | c. commission           |
| <input type="checkbox"/> | d. contingent fee       |
| <input type="checkbox"/> | e. deferred             |
| <input type="checkbox"/> | f. other, specify _____ |

**12. Form of Payment (check all that apply):**

a. cash

b. in-kind; specify: nature \_\_\_\_\_  
value \_\_\_\_\_

**14. Brief Description of Services Performed or to be performed and Date(s) of Service, including  
officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:**

(attach Continuation Sheet(s) if necessary)

**15. Continuation Sheet(s) attached: Yes**

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

No   
Signature: *Thomas Smith*  
Print Name: *Thomas Smith*

Title: *Estimating Manager*

Telephone No.: *(707) 585-1221* Date: *7/12/11*

Authorized for Local Reproduction  
Standard Form - LLL

**Federal Use Only:**

Standard Form LLL Rev. 09-12-97

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,  
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.  
SF-LLL-Instructions Rev. 06-04-90«ENDIF»

**BIDDER'S LIST OF SUBCONTRACTORS (DBE and Non-DBE)- PART I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Section (Certified DBE?)
Name <i>Graphic Graphics</i> Address <i>707-193-9425</i> City State ZIP <i>707-9760</i>	Phone <i>(707) 707-9425</i> Fax <i>(707) 707-9760</i>	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> \$1 - \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Stocks &amp; Office</i> <i>Shipping &amp; Marks</i>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If YES list DBE #:</i>
Name <i>Great Impressions</i> Address <i>8150 31st Ave</i> City State ZIP <i>Sacramento, CA</i>	Phone <i>(800) 382-0441</i> Fax <i>(800) 382-3448</i>	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> \$1 - \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Stamping Ac</i>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If YES list DBE #:</i>
Name <i>Mike Brown Electric</i> Address <i>561-A Merchantile Center, Ct</i> City State ZIP <i>792-8100</i>	Phone <i>(707) 792-8100</i> Fax <i>(707) 792-8110</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input checked="" type="checkbox"/> \$15 million <input type="checkbox"/> > \$15 million	<i>Electric</i>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If YES list DBE #:</i>
Name <i></i> Address <i></i> City State ZIP <i></i>	Phone <i></i> Fax <i></i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i></i>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If YES list DBE #:</i>
Name <i></i> Address <i></i> City State ZIP <i></i>	Phone <i></i> Fax <i></i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i></i>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If YES list DBE #:</i>

**BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP		Phone/ Fax	Gross Receipts	Annual Description of Portion of Work to be Performed	Age of Firm (Yrs.)	
<i>Name</i>		<i>Phone</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>	<i>Age of Firm (Yrs.)</i>	
<i>Address</i>		<i>Fax</i>				
<i>City State ZIP</i>						
<i>Name</i>		<i>Phone</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>	<i>Age of Firm (Yrs.)</i>	
<i>Address</i>		<i>Fax</i>				
<i>City State ZIP</i>						
<i>Name</i>		<i>Phone</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>	<i>Age of Firm (Yrs.)</i>	
<i>Address</i>		<i>Fax</i>				
<i>City State ZIP</i>						
<i>Name</i>		<i>Phone</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>	<i>Age of Firm (Yrs.)</i>	
<i>Address</i>		<i>Fax</i>				
<i>City State ZIP</i>						

Distribution: 1) Original - Local Agency File

**BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP		Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Tax City (Certified DBE#)	
Name	Phone	<input type="checkbox"/> < \$1 million	<input type="checkbox"/> < \$5 million	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>If YES list DBE #</i>
Address	Fax	<input type="checkbox"/> < \$10 million	<input type="checkbox"/> < \$15 million	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>If YES list DBE #</i>
City State ZIP		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>If YES list DBE #</i>
Name	Phone	<input type="checkbox"/> < \$1 million	<input type="checkbox"/> < \$5 million	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>If YES list DBE #</i>
Address	Fax	<input type="checkbox"/> < \$10 million	<input type="checkbox"/> < \$15 million	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>If YES list DBE #</i>
City State ZIP		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>If YES list DBE #</i>
Name	Phone	<input type="checkbox"/> < \$1 million	<input type="checkbox"/> < \$5 million	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>If YES list DBE #</i>
Address	Fax	<input type="checkbox"/> < \$10 million	<input type="checkbox"/> < \$15 million	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>If YES list DBE #</i>
City State ZIP		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>If YES list DBE #</i>
Name	Phone	<input type="checkbox"/> < \$1 million	<input type="checkbox"/> < \$5 million	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>If YES list DBE #</i>
Address	Fax	<input type="checkbox"/> < \$10 million	<input type="checkbox"/> < \$15 million	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>If YES list DBE #</i>
City State ZIP		<input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>If YES list DBE #</i>

Distribution: 1) Original - Local Agency File

**EXHIBIT J**  
**Bidder's List of Subcontractors (DBE and Non-DBE)**

## **BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II**

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified D-BE#)
<b>Chavez Construction</b> Address <b>800-3135</b>	<i>Phone (530) 889-9222</i>	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Scraped the</i>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If YES list DBE #</i>
<b>Dubuque, CA</b> Address <b>1300 E. Bernstein St.</b>	<i>Phone (530) 404-7220</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input checked="" type="checkbox"/> > \$15 million	<i>Stephens &amp; Sons</i>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If YES list DBE #</i>
<b>Woodland, CA</b> Address <b>1000 N. Main Street</b>	<i>Phone (530) 404-2221</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input checked="" type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #</i>
<b>Name</b> <b>Address</b> <b>City State ZIP</b>	<i>Phone</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<b>Age of Firm (Yrs.)</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #</i>
<b>Name</b> <b>Address</b> <b>City State ZIP</b>	<i>Phone</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<b>Age of Firm (Yrs.)</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #</i>
<b>Name</b> <b>Address</b> <b>City State ZIP</b>	<i>Phone</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<b>Age of Firm (Yrs.)</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #</i>
<b>Name</b> <b>Address</b> <b>City State ZIP</b>	<i>Phone</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<b>Age of Firm (Yrs.)</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #</i>

## BIDDER'S LIST OF SUBCONTRACTORS (DBE and Non-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed		
			Total Project Value (in Millions) (Contract DBE#)		
Name			<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>If YES list DBE#</i>
Address			<input type="checkbox"/> < \$1 million	<input type="checkbox"/> < \$5 million	<i>If YES list DBE#</i>
City State ZIP			<input type="checkbox"/> < \$10 million	<input type="checkbox"/> < \$15 million	<i>If YES list DBE#</i>
Name	Phone		<input type="checkbox"/> > \$15 million	<input type="checkbox"/> Age of Firm (Yrs.)	
Address			<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>If YES list DBE#</i>
City State ZIP	Fax		<input type="checkbox"/> < \$1 million	<input type="checkbox"/> < \$5 million	<i>If YES list DBE#</i>
Name	Phone		<input type="checkbox"/> < \$10 million	<input type="checkbox"/> < \$15 million	<i>If YES list DBE#</i>
Address			<input type="checkbox"/> > \$15 million	<input type="checkbox"/> Age of Firm (Yrs.)	
City State ZIP	Fax		<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>If YES list DBE#</i>
Name	Phone		<input type="checkbox"/> < \$1 million	<input type="checkbox"/> < \$5 million	<i>If YES list DBE#</i>
Address			<input type="checkbox"/> < \$10 million	<input type="checkbox"/> < \$15 million	<i>If YES list DBE#</i>
City State ZIP	Fax		<input type="checkbox"/> > \$15 million	<input type="checkbox"/> Age of Firm (Yrs.)	
Name	Phone		<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>If YES list DBE#</i>
Address			<input type="checkbox"/> < \$1 million	<input type="checkbox"/> < \$5 million	<i>If YES list DBE#</i>
City State ZIP	Fax		<input type="checkbox"/> < \$10 million	<input type="checkbox"/> < \$15 million	<i>If YES list DBE#</i>
Name	Phone		<input type="checkbox"/> > \$15 million	<input type="checkbox"/> Age of Firm (Yrs.)	

Distribution: 1) Original – Local Agency File

**EXHIBIT I**  
Bidder's List of Subcontractors (DBE and Non-DBE)

## BIDDER'S LIST OF SUBCONTRACTORS (DBE and Non-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Are you a DBE? (Check One) (Certified DBE?)	
				<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>If YES list DBE #</i>
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>If YES list DBE #</i>
Address	Fax			<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>If YES list DBE #</i>
City State ZIP				<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>If YES list DBE #</i>
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>If YES list DBE #</i>
Address	Fax			<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>If YES list DBE #</i>
City State ZIP				<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>If YES list DBE #</i>
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>If YES list DBE #</i>
Address	Fax			<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>If YES list DBE #</i>
City State ZIP				<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>If YES list DBE #</i>
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>If YES list DBE #</i>
Address	Fax			<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>If YES list DBE #</i>
City State ZIP				<input type="checkbox"/> YES	<input type="checkbox"/> NO <i>If YES list DBE #</i>

Distribution: 1) Original – Local Agency File

CITY OF FAIRFIELD  
STATE OF CALIFORNIALINEAR TRAIL ALTERNATE ROUTE: NIGHTINGALE DRIVE  
FEDERAL AID PROJECT NO.: CML-5132(038)

Addendum No. 1

July 7, 2011

This constitutes Addendum No. 1 to the Contract Documents for the Linear Trail Alternate Route: Nightingale Drive. The Bidder shall acknowledge receipt of this Addendum on Page P-3 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

**PROJECT SPECIFICATIONS****Special Provisions (goldenrod section):**

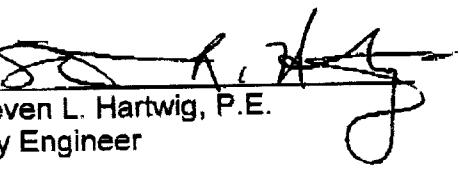
- 1) Page SP-35, Section 10-1.24, "Scheduling of Work". Revise the second sentence as follows:

*"Unless otherwise arranged in advance, working hours shall be from 7:00 a.m. to 5:00 p.m., Monday through Friday."*

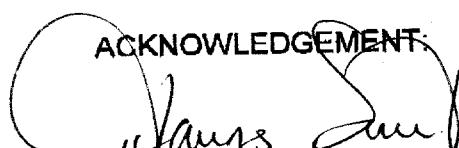
- 2) Page SP-35, Section 10-1.24, "Scheduling of Work". Add the following sentence to the end of the item:

*"Working hours within Dover Avenue may be restricted, based on the review and approval of the traffic control plan."*

APPROVED:

  
Steven L. Hartwig, P.E.  
City Engineer

ACKNOWLEDGEMENT:

  
CONTRACTOR

Thomas Smith

Estimating Manager

## ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the 16<sup>th</sup> day of August 2011, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and GHILOTTI CONSTRUCTION COMPANY, party of the second part, hereinafter called the CONTRACTOR.

It is understood City Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

### I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

#### **LINEAR TRAIL ALTERNATE ROUTE: NIGHTINGALE DRIVE**

#### **FEDERAL AID PROJECT NO: CML-5132(038)**

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by \_\_\_\_\_  
numbered \_\_\_\_\_  
and dated \_\_\_\_\_ .  
City of Fairfield Staff  
1 of 6, 2 of 6, 3 of 6, 4 of 6, 5 of 6 and 6 of 6.  
March 29, 2011
- b. Advertisement for Bids.
- c. The Accepted Bid, dated July 11, 2011.
- d. Instructions to Bidders.
- e. Specifications consisting of:  
1) Specific Provisions.  
2) Special Provisions (including Technical Specifications).  
3) General Provisions.  
4) City of Fairfield Standard Details and Specifications, 1998 edition.

5) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated July, 2006.

f. Performance Bond, dated August 19, 2011.

g. Labor and Material Bond, dated August 19, 2011.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two (2) bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in good, workmanlike and substantial manner and to the satisfaction of the City of Fairfield, the work described in the special provisions and the project plans described above, including any addenda thereto, and also in accordance with the Department of Transportation Standard Plans, dated May, 2006, the Standard Specifications, dated May 2006, and the latest Labor Surcharge And Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

The State and Federal general prevailing wage rates are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

## II. TIME OF COMPLETION

a. The work to be completed under this Contract shall be commenced upon written notice to proceed.

- b. The work shall be completed within **THIRTY (30)** calendar days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the City Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LD's) an amount equal to Five Hundred Dollars (\$500) for each calendar day or fraction thereof that expires after the time specified herein for the Contractor to complete the work and the facility or improvements are usable for its intended use. LD's shall apply cumulatively and shall be presumed to be damages suffered by the City resulting from delay in completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LD's shall not cover the cost to of complete the work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who then seek to recover their damages from the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).

### **III. CONTRACT SUM**

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 6 of the General Provisions.
- c. And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Fairfield, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

**LINEAR TRAIL ALTERNATE ROUTE: NIGHTINGALE DRIVE**

**FEDERAL AID PROJECT NO: CML-5132(038)**

Item No.	Item of Work	Unit	Qty	Item Price	Total Price
1	Mobilization, (Includes temporary office, trailers, utilities, demobilization, and restoration except as included elsewhere)	LS	1	\$20,000	\$20,000
2	Storm Water Pollution Prevention, (Includes SWPPP preparation, implementation, monitoring, and cleanup and removal)	LS	1	\$500	\$500
3	Traffic Control and work area signs, (Includes the temporary relocation of two bus stops during construction)	LS	1	\$7,700	\$7,700
4	Furnish and install protective 4 ft high orange mesh and t-post fence around areas designated on plan	LF	50	\$8	\$400
5	Demolition and Off-haul of Asphalt Roadway at crosswalks	CY	33	\$220	\$7,260
6	Clearing and Grubbing	LS	1	\$2,000	\$2,000
7	Furnish and install In-Road Warning Lights	EA	2	\$39,900	\$79,800
8	Furnish and install stamped and colored asphalt for crosswalks	EA	2	\$2,750	\$5,500
9	Furnish and install miscellaneous asphalt as needed	LS	1	\$19,500	\$19,500
10	Install Modified Caltrans Type C Ramp	EA	18	\$3,200	\$57,600
11	Retrofit Existing Ramp to meet ADA guidelines including detectable warning surface (truncated dome)	EA	5	\$2,800	\$14,000
12	Refresh striping and pavement marking	LS	1	\$1,700	\$1,700
13	Install "Sharrow" striping, pavement marking and guidance signage	LS	1	\$4,150	\$4,150
14	Repaint Curb at Bus Stops	LF	160	\$2	\$320

Total \$220,430

**IV. PROHIBITED INTERESTS**

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

**V. WORKERS' COMPENSATION**

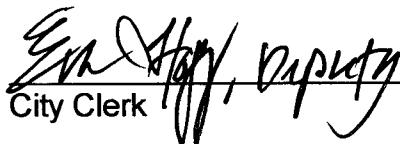
Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

**VI. STATE OF CALIFORNIA PARTICIPATION**

The improvements contemplated in the performance of this contact is a Federal-Aid improvement over which the State of California shall exercise general supervision. The State of California therefore shall have the right to assume full and direct control over this contract whenever the State of California, at its discretion, shall determine that its responsibility to the United States so requires. In such cases the State Contract Act will govern.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:

  
\_\_\_\_\_  
City Clerk

CITY OF FAIRFIELD

By:   
\_\_\_\_\_  
City Manager *624*

Ghilotti Construction Company  
CONTRACTOR

By:   
\_\_\_\_\_  
Brian Ongaro

Vice President

Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A, C8, C12, C21, C42, HAZ

b. Number: 644515

c. Expiration Date: 5-31-12

FEI Number: 68-0273222

## EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

Department: _____	Date of Contract: _____
Authorized by Res. No.: _____	Contract Expiration Date: _____
Person Reviewing EDD Requirements: _____	Phone: _____

**EDD REPORTING REQUIREMENTS.** When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

\*\*\*\*\*

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested

**BOX 1**

NAME AND ADDRESS	
FULL NAME	Ghilotti Construction Co., Inc.
ADDRESS	246 Ghilotti Avenue
CITY, STATE, ZIP	Santa Rosa, CA 95407

AND

**BOX 2**

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	68-0273222
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

**PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD**

Executed in Triplicate

Bond #070011947

Premium \$1,785.00

**PERFORMANCE BOND**

Premium is for Contract Term and is Subject  
to Adjustment Based on Final Contract Price

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to \_\_\_\_\_

Ghilotti Construction Company, Inc.

246 Ghilotti Avenue, Santa Rosa, CA 95407

(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

**LINEAR TRAIL ALTERNATE ROUTE: NIGHTINGALE DRIVE**

**FEDERAL AID PROJECT NO: CML-5132(038)**

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_

Safeco Insurance Company of America

1001 Fourth Ave., Safeco Plaza, Seattle, WA 98154

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of \_\_\_\_\_

Two Hundred Twenty Thousand Four Hundred Thirty & No/100 \*\*\*\*

Dollars (\$ 220,430.00 ), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and

others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: August 19, 2011

"Contractor"

Ghilotti Construction Company, Inc.

By:

Title

Brian Ongaro

Vice President

"Surety"

Safeco Insurance Company of America

By:

Jana B. Pilgard  
Title Jana B. Pilgard, Attorney in Fact

By:

Title

By:

Title

(Seal)

(Seal)

Note: *This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

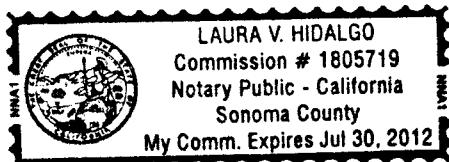
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Sonoma

On August 23, 2011 before me, Laura V. Hidalgo, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Brian Ongaro  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

- Signer's Name: \_\_\_\_\_
- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMPRINT OF SIGNER
Top of thumb here

- Signer's Name: \_\_\_\_\_
- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMPRINT OF SIGNER
Top of thumb here

## ACKNOWLEDGMENT

State of California  
County of Placer)

On August 19, 2011 before me, Kathy Rangel, Notary Public  
(insert name and title of the officer)

personally appeared Jana B. Pilgard,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathy Rangel (Seal)



Executed in Triplicate

Bond #070011947

Premium Included

**PAYMENT BOND**

**(LABOR AND MATERIALS)**

Premium is for Contract Term and is Subject  
to Adjustment Based on Final Contract Price

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to \_\_\_\_\_

Ghilotti Construction Company, Inc.

246 Ghilotti Avenue, Santa Rosa, CA 95407

(Name and address of Contractor)

("Contractor"), a contract (the "Contract") for the work described as follows:

**LINEAR TRAIL ALTERNATE ROUTE: NIGHTINGALE DRIVE**

**FEDERAL AID PROJECT NO: CML-5132(038)**

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_

Safeco Insurance Company of America

1001 Fourth Ave., Safeco Plaza, Seattle, WA 98154

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of \_\_\_\_\_

Two Hundred Twenty Thousand Four Hundred Thirty & No/100 \*\*\*\*

Dollars (\$220,430.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: August 19, 2011

"Contractor"

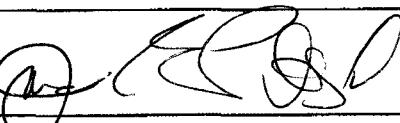
Ghilotti Construction Company, Inc.

By:   
Title: **Brian Ongaro**  
**Vice President**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

"Surety"

Safeco Insurance Company of America

By:   
Title: **Jana B. Pilgard, Attorney in Fact**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(Seal)

(Seal)

Note: *This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

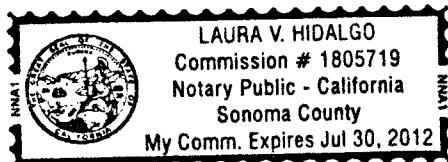
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Sonoma

On August 23, 2011 before me, Laura V. Hidalgo, Notary Public  
Date \_\_\_\_\_ Here Insert Name and Title of the Officer  
personally appeared Brian Ongaro  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMPRINT OF SIGNER
Top of thumb here

RIGHT THUMPRINT OF SIGNER
Top of thumb here

**SEE ATTACHED**  
**CERTIFICATE OF ACKNOWLEDGMENT - Attorney-in-Fact**

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_, before me, the undersigned Notary Public in and for said state, personally appeared \_\_\_\_\_, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, as the Attorney-in-Fact of \_\_\_\_\_ acknowledged to me that he/she subscribed the name of \_\_\_\_\_ thereto as principal and his/her own name as Attorney-in-Fact.

\_\_\_\_\_  
Notary Public in and for the

County of \_\_\_\_\_  
State of California \_\_\_\_\_

(SEAL)

My Commission Expires \_\_\_\_\_

## ACKNOWLEDGMENT

State of California  
County of Placer)

On August 19, 2011 before me, Kathy Rangel, Notary Public  
(insert name and title of the officer)

personally appeared Jana B. Pilgard,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathy Rangel (Seal)



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

4551783

**This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

**SAFECO INSURANCE COMPANY OF AMERICA  
SEATTLE, WASHINGTON  
POWER OF ATTORNEY**

**KNOW ALL PERSONS BY THESE PRESENTS:** That Safeco Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **DONA LISA BUSCHMANN, JANA B. PILGARD, ROBERT D. LAUX, KATHY RANGEL, ALL OF THE CITY OF ROSEVILLE, STATE OF CALIFORNIA**.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **THREE HUNDRED MILLION AND 00/100\*\* \*\*\*\*\* DOLLARS (\$ 300,000,000.00\*\*\*\*\* )** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

## **ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.**

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of Safeco Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Safeco Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 27th day of April,  
2011.



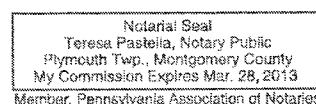
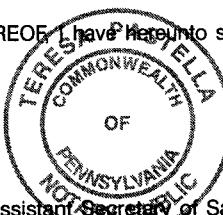
**SAFECO INSURANCE COMPANY OF AMERICA**

By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

On this 27th day of April, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Safeco Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Safeco Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year  
first above written.



By Teresa Pastella  
Teresa Pastella, Notary Public

## CERTIFICATE

I, the undersigned, Assistant Secretary of Safeco Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of Safeco Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Safeco Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 19th day of  
August, 2011.



David M. Lang  
David M. Lang, Assistant Secretary

General Decision Number: CA100009 08/05/2011 CA9

Superseded General Decision Number: CA20080009

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	07/02/2010
3	07/09/2010
4	08/13/2010
5	08/27/2010
6	09/10/2010
7	09/24/2010
8	10/01/2010
9	10/15/2010
10	10/29/2010
11	11/05/2010
12	11/19/2010
13	12/03/2010
14	01/21/2011
15	01/28/2011
16	02/11/2011
17	02/18/2011
18	03/18/2011
19	04/08/2011
20	04/15/2011
21	05/13/2011
22	06/03/2011
23	06/24/2011
24	07/01/2011
25	07/15/2011
26	07/29/2011

27

08/05/2011

ASBE0016-001 04/01/2011

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

	Rates	Fringes
<b>Asbestos Workers/Insulator</b> (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....\$ 51.80	16.75	
Area 2.....\$ 40.65	16.75	

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ASBE0016-007 01/01/2010

	Rates	Fringes
<b>Asbestos Removal</b> worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$ 15.18	2.80	

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BOIL0549-002 01/01/2009

	Rates	Fringes
<b>BOILERMAKER</b>		
(1) Marin & Solano Counties.\$ 40.17	22.32	
(2) Remaining Counties.....\$ 37.01	22.25	

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BRCA0003-001 08/01/2008

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.02	12.12

BRCA0003-004 05/01/2011

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1.....	\$ 35.11	18.99
AREA 2.....	\$ 39.85	22.00

**SPECIALTY PAY:**

- (A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.
- (B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.
- (C) Gunite nozzle person shall receive \$1.25 per hour above the regular rate.

BRCA0003-008 07/01/2010

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 30.30	13.77
TERRAZZO WORKER/SETTER.....	\$ 39.30	21.20

BRCA0003-010 01/01/2011

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 21.21	10.01
Area 2.....	\$ 21.26	12.44
Area 3.....	\$ 21.44	12.31
Area 4.....	\$ 20.93	11.79
Tile Layer		
Area 1.....	\$ 36.08	11.95

Area 2.....	\$ 34.41	13.68
Area 3.....	\$ 38.61	13.73
Area 4.....	\$ 35.45	13.68

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba

AREA 2: Alpine, Amador

AREA 3: Marin, Napa, Solano, Siskiyou

AREA 4: Sonoma

BRCA0003-014 08/01/2008

	Rates	Fringes
MARBLE MASON.....	\$ 39.22	18.58

CARP0034-001 07/01/2011

	Rates	Fringes
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#### Diver

Assistant Tender, ROV		
Tender/Technician.....	\$ 36.75	28.04
Diver standby.....	\$ 41.43	28.04
Diver Tender.....	\$ 40.43	28.04
Diver wet.....	\$ 82.86	28.04
Manifold Operator (mixed gas).....	\$ 45.43	28.04
Manifold Operator (Standby).\$	40.43	28.04

#### DEPTH PAY (Surface Diving):

050 to 100 ft	\$2.00 per foot
101 to 150 ft	\$3.00 per foot
151 to 220 ft	\$4.00 per foot

#### SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

#### DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be

\$1.00 per foot.

**WORK IN COMBINATION OF CLASSIFICATIONS:**

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2011

	Rates	Fringes
Piledriver.....	\$ 36.75	28.04

\* CARP0035-001 08/01/2011

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO

AREA 4: ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 37.50	25.28
Area 3.....	\$ 32.12	25.28
Area 4.....	\$ 30.77	25.28
Drywall Stocker/Scrapper		
Area 1.....	\$ 18.75	14.44
Area 3.....	\$ 16.06	14.44
Area 4.....	\$ 15.39	14.44

CARP0035-009 07/01/2011

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway		
Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 37.65	24.84

Journeyman Carpenter.....\$ 37.50	24.84
Millwright.....\$ 37.60	26.43

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CARP0035-010 07/01/2010

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Alpine, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
<b>Modular Furniture Installer</b>		
<b>Area 1</b>		
Installer I.....\$ 22.11		14.98
Installer II.....\$ 18.68		14.98
Lead Installer.....\$ 25.56		15.48
Master Installer.....\$ 29.78		15.48
<b>Area 2</b>		
Installer I.....\$ 19.46		14.98
Installer II.....\$ 16.51		14.98
Lead Installer.....\$ 22.43		15.48
Master Installer.....\$ 26.06		15.48
<b>Area 3</b>		
Installer I.....\$ 18.51		14.98
Installer II.....\$ 15.74		14.98
Lead Installer.....\$ 21.31		15.48
Master Installer.....\$ 24.73		15.48

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CARP0046-001 07/01/2011

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
<b>Carpenters</b>		
Bridge Builder/Highway		
Carpenter.....\$ 37.50		24.84
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....\$ 31.77		24.84
Journeyman Carpenter.....\$ 31.62		24.84
Millwright.....\$ 34.12		26.43

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

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CARP0046-002 07/01/2011

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),  
Sierra, Sutter and Yuba Counties

	Rates	Fringes
<b>Carpenters</b>		
Bridge Builder/Highway		
Carpenter.....\$ 37.50	24.84	
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....\$ 30.42	24.84	
J Journeyman Carpenter.....\$ 30.27	24.84	
Millwright.....\$ 32.77	26.43	

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CARP0152-003 07/01/2011

Amador County

	Rates	Fringes
<b>Carpenters</b>		
Bridge Builder/Highway		
Carpenter.....\$ 37.50	24.84	
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....\$ 30.42	24.84	
J Journeyman Carpenter.....\$ 30.27	24.84	
Millwright.....\$ 32.77	26.43	

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CARP0180-001 07/01/2011

Solano County

	Rates	Fringes
<b>Carpenters</b>		
Bridge Builder/Highway		
Carpenter.....\$ 37.50	24.84	

Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....\$ 37.65	24.84	
Journeyman Carpenter.....\$ 37.50	24.84	
Millwright.....\$ 37.60	26.43	

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CARP0751-001 07/01/2011

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....\$ 37.50	24.84	
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....\$ 37.65	24.84	
Journeyman Carpenter.....\$ 37.50	24.84	
Millwright.....\$ 37.60	26.43	

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CARP1599-001 07/01/2011

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		
Carpenter.....\$ 37.50	24.84	
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....\$ 30.42	24.84	
Journeyman Carpenter.....\$ 30.27	24.84	
Millwright.....\$ 32.77	26.43	

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ELEC0006-002 12/01/2008

MARIN, NAPA, SOLANO & SONOMA COUNTIES

Rates	Fringes
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## Sound &amp; Communications

Installer.....	\$ 29.87	3%+11.95
Technician.....	\$ 34.01	3%+11.95

## SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

## EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0180-001 06/01/2011

## NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 48.16	3%+19.88
ELECTRICIAN.....	\$ 42.81	3%+19.88

ELEC0340-002 12/01/2010

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 24.13	3%+10.65
Sound & Communications		
Technician.....	\$ 27.75	3%+10.65

## SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission

and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

**A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS**

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

**B. FIRE ALARM SYSTEMS**

Installation, wire pulling and testing

**C. TELEVISION AND VIDEO SYSTEMS** Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

**D. SECURITY SYSTEMS** Perimeter security systems

Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

**E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS** SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation)  
 Inventory Control Systems Digital Data Systems  
 Broadband and Baseband and Carriers Point of Sale  
 Systems VSAT Data Systems Data Communication  
 Systems RF and Remote Control Systems Fiber Optic  
 Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in

conduit.

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ELEC0340-003 06/01/2011

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
<b>ELECTRICIAN</b>		
Remaining area.....\$ 38.93		16.57
Sierra Army Depot, Herlong..\$ 48.66		3%+13.25
Tunnel work.....\$ 40.88		3%+13.25

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

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ELEC0401-005 12/01/2009

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
<b>ELECTRICIAN</b> .....\$ 35.40		13.02+3%

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\* ELEC0551-004 06/01/2011

MARIN AND SONOMA COUNTIES

	Rates	Fringes
<b>ELECTRICIAN</b> .....\$ 46.00		14.38

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ELEC0659-006 01/01/2011

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
<b>ELECTRICIAN</b> .....\$ 29.78		3%+\$13.55

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ELEC0659-008 02/01/2010

## DEL NORTE, MODOC &amp; SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....\$ 47.34		13.74
(2) Lineman, Pole Sprayer,		
Heavy Line Equipment Man....\$ 42.27		13.54
(3) Tree Trimmer.....\$ 29.70		9.94
(4) Line Equipment Man.....\$ 36.35		10.85
(5) Powdermen,		
Jackhammermen.....\$ 31.90		10.00
(6) Groundman.....\$ 29.59		10.24

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ELEC1245-004 06/01/2009

## ALL COUNTIES EXCEPT DEL NORTE, MODOC &amp; SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 44.47		13.11
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 35.52		12.07
(3) Groundman.....\$ 27.17		11.82
(4) Powderman.....\$ 39.71		12.23

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2011

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 56.14		21.785

## FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.  
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after

Thanksgiving, and Christmas Day.

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ENGI0003-008 07/01/2009

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....\$ 38.94	22.58	
(2) Dredge Dozer; Heavy duty repairman.....\$ 33.98	22.58	
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....\$ 32.86	22.58	
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 29.56	22.58	
AREA 2:		
(1) Leverman.....\$ 40.94	22.58	
(2) Dredge Dozer; Heavy duty repairman.....\$ 35.98	22.58	
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....\$ 34.86	22.58	
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..\$ 31.56	22.58	

#### AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,  
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,  
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,  
SUTTER, YOLO, AND YUBA COUNTIES

#### AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2  
AS NOTED BELOW:

#### ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

#### CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part  
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

PLACER COUNTY:

Area 1: Al but the Central portion  
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion  
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

**SIERRA COUNTY:**

Area 1: Western part  
 Area 2: Remainder

**SISKIYOU COUNTY:**

Area 1: Central part  
 Area 2: Remainder

**SONOMA COUNTY:**

Area 1: All but the Northwestern corner  
 Area 2: Remainder

**TEHAMA COUNTY:**

Area 1: All but the Western border with Mendocino & Trinity Counties  
 Area 2: Remainder

**TRINITY COUNTY:**

Area 1: East Central part and the Northeastern border with Shasta County  
 Area 2: Remainder

**TUOLUMNE COUNTY:**

Area 1: Except Eastern part  
 Area 2: Eastern part

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ENGI0003-018 07/01/2010

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....\$ 37.77		23.00
GROUP 2.....\$ 36.24		23.00
GROUP 3.....\$ 34.76		23.00
GROUP 4.....\$ 33.38		23.00
GROUP 5.....\$ 32.11		23.00
GROUP 6.....\$ 30.79		23.00
GROUP 7.....\$ 29.65		23.00
GROUP 8.....\$ 28.51		23.00

GROUP 8-A.....	\$ 28.30	23.00
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 38.65	23.00
Oiler.....	\$ 29.39	23.00
Truck crane oiler.....	\$ 31.68	23.00
GROUP 2		
Cranes.....	\$ 36.89	23.00
Oiler.....	\$ 29.18	23.00
Truck crane oiler.....	\$ 31.42	23.00
GROUP 3		
Cranes.....	\$ 35.14	23.00
Hydraulic.....	\$ 30.79	23.00
Oiler.....	\$ 28.90	23.00
Truck Crane Oiler.....	\$ 31.18	23.00
OPERATOR: Power Equipment		
(Piledriving - AREA 1:)		
GROUP 1		
Lifting devices.....	\$ 38.99	23.00
Oiler.....	\$ 29.73	23.00
Truck crane oiler.....	\$ 32.01	23.00
GROUP 2		
Lifting devices.....	\$ 37.17	23.00
Oiler.....	\$ 29.46	23.00
Truck Crane Oiler.....	\$ 31.76	23.00
GROUP 3		
Lifting devices.....	\$ 35.49	23.00
Oiler.....	\$ 29.24	23.00
Truck Crane Oiler.....	\$ 31.47	23.00
GROUP 4.....		
GROUP 5.....		
GROUP 6.....		
OPERATOR: Power Equipment		
(Steel Erection - AREA 1:)		
GROUP 1		
Cranes.....	\$ 39.62	23.00
Oiler.....	\$ 30.07	23.00
Truck Crane Oiler.....	\$ 32.30	23.00
GROUP 2		
Cranes.....	\$ 37.85	23.00
Oiler.....	\$ 29.80	23.00
Truck Crane Oiler.....	\$ 32.08	23.00
GROUP 3		
Cranes.....	\$ 36.37	23.00
Hydraulic.....	\$ 31.42	23.00
Oiler.....	\$ 29.58	23.00
Truck Crane Oiler.....	\$ 31.81	23.00
GROUP 4.....		

GROUP 5.....\$ 33.05	23.00
OPERATOR: Power Equipment	
(Tunnel and Underground Work	
- AREA 1:)	
SHAFTS, STOPES, RAISES:	
GROUP 1.....\$ 33.87	23.00
GROUP 1-A.....\$ 36.34	23.00
GROUP 2.....\$ 32.61	23.00
GROUP 3.....\$ 31.28	23.00
GROUP 4.....\$ 30.14	23.00
GROUP 5.....\$ 29.00	23.00
UNDERGROUND:	
GROUP 1.....\$ 33.77	23.00
GROUP 1-A.....\$ 36.34	23.00
GROUP 2.....\$ 32.51	23.00
GROUP 3.....\$ 31.18	23.00
GROUP 4.....\$ 30.04	23.00
GROUP 5.....\$ 28.90	23.00

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds.  
m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu.

yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screeed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted,

with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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**ALL CRANES AND ATTACHMENTS**

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under; Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons;

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**PILEDRIVERS**

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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**STEEL ERECTORS**

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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#### TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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#### AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,

SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

- Area 1: Northernmost part
- Area 2: Remainder

CALAVERAS COUNTY:

- Area 1: Except Eastern part
- Area 2: Eastern part

COLUSA COUNTY:

- Area 1: Eastern part
- Area 2: Remainder

DEL NORTE COUNTY:

- Area 1: Extreme Southwestern corner
- Area 2: Remainder

ELDORADO COUNTY:

- Area 1: North Central part
- Area 2: Remainder

FRESNO COUNTY

- Area 1: Except Eastern part
- Area 2: Eastern part

GLENN COUNTY:

- Area 1: Eastern part
- Area 2: Remainder

HUMBOLDT COUNTY:

- Area 1: Except Eastern and Southwestern parts
- Area 2: Remainder

LAKE COUNTY:

- Area 1: Southern part
- Area 2: Remainder

LASSEN COUNTY:

- Area 1: Western part along the Southern portion of border with Shasta County
- Area 2: Remainder

MADERA COUNTY

- Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

    Area 1: All but the Northern portion along the border of  
    Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

    Area 1: All but the Western border with mendocino & Trinity  
    Counties

Area 2: Remainder

TRINITY COUNTY:

    Area 1: East Central part and the Northeaster border with

Shasta County  
Area 2: Remainder

TULARE COUNTY;  
Area 1: Remainder  
Area 2: Eastern part

TUOLUMNE COUNTY:  
Area 1: Remainder  
Area 2: Eastern Part

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ENGI0003-019 06/27/2011

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
<b>OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)</b>		
GROUP 1		
AREA 1.....\$ 28.64	13.42	
AREA 2.....\$ 28.64	13.42	
GROUP 2		
AREA 1.....\$ 25.04	13.42	
AREA 2.....\$ 27.04	13.42	
GROUP 3		
AREA 1.....\$ 20.43	13.42	
AREA 2.....\$ 22.43	13.42	

**GROUP DESCRIPTIONS:**

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

**AREA DESCRIPTIONS:**

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County  
Area 2: Remainder

MADERA COUNTY  
Area 1: Remainder  
Area 2: Eastern part

MARIPOSA COUNTY  
Area 1: Remainder  
Area 2: Eastern part

MENDOCINO COUNTY:  
Area 1: Central and Southeastern parts  
Area 2: Remainder

MONTEREY COUNTY  
Area 1: Remainder  
Area 2: Southwestern part

NEVADA COUNTY:  
Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

PLACER COUNTY:  
Area 1: All but the Central portion  
Area 2: Remainder

PLUMAS COUNTY:  
Area 1: Western portion  
Area 2: Remainder

SHASTA COUNTY:  
Area 1: All but the Northeastern corner  
Area 2: Remainder

SIERRA COUNTY:  
Area 1: Western part  
Area 2: Remainder

SISKIYOU COUNTY:  
Area 1: Central part  
Area 2: Remainder

SONOMA COUNTY:  
Area 1: All but the Northwestern corner  
Area 2: Reaminder

TEHAMA COUNTY:  
Area 1: All but the Western border with mendocino & Trinity  
Counties  
Area 2: Remainder

## TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with  
 Shasta County  
 Area 2: Remainder

## TULARE COUNTY;

Area 1: Remainder  
 Area 2: Eastern part

## TUOLUMNE COUNTY:

Area 1: Remainder  
 Area 2: Eastern Part

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IRON0002-004 07/01/2010

Rates	Fringes
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## Ironworkers:

Fence Erector.....\$ 26.58	15.26
Ornamental, Reinforcing and Structural.....\$ 33.00	23.73

## PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,  
 Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LAB00067-002 04/01/2010

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
<b>Asbestos Removal Laborer</b>		
Areas A & B.....	\$ 18.68	6.60
<b>LABORER (Lead Removal)</b>		
Area A.....	\$ 36.25	6.68
Area B.....	\$ 35.25	6.68

**ASBESTOS REMOVAL-SCOPE OF WORK:** Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

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LABO0067-003 07/01/2009

AREA A: ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO & SANTA CLARA

AREA B: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SANCRMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO & YUBA COUNTIES

	Rates	Fringes
<b>LABORER (TRAFFIC CONTROL/LANE CLOSURE)</b>		
Escort Driver, Flag Person		
Area A.....	\$ 26.89	14.93
Area B.....	\$ 25.89	14.93
Traffic Control Person I		
Area A.....	\$ 27.19	14.93
Area B.....	\$ 26.19	14.93

Traffic Control Person II		
Area A.....	\$ 24.69	14.93
Area B.....	\$ 23.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0067-006 06/28/2010

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 27.84	15.82
GROUP 1.....	\$ 27.14	15.82
GROUP 1-a.....	\$ 27.36	15.82
GROUP 1-c.....	\$ 27.19	15.82
GROUP 1-e.....	\$ 27.69	15.82
GROUP 1-f.....	\$ 27.72	15.82
GROUP 1-g (Contra Costa		
County) .....	\$ 27.34	15.82
GROUP 2.....	\$ 26.99	15.82
GROUP 3.....	\$ 26.89	15.82
GROUP 4.....	\$ 20.58	15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT  
LABORERS - AREA B:)

Construction Specialist		
Group.....	\$ 26.84	15.82
GROUP 1.....	\$ 26.14	15.82
GROUP 1-a.....	\$ 26.36	15.82
GROUP 1-c.....	\$ 26.19	15.82
GROUP 1-e.....	\$ 26.69	15.82
GROUP 1-f.....	\$ 26.72	15.82

GROUP 2.....	\$ 25.99	15.82
GROUP 3.....	\$ 25.89	15.82
GROUP 4.....	\$ 19.58	15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA A:)

GROUP 1.....	\$ 28.10	15.82
GROUP 2.....	\$ 27.60	15.82
GROUP 3.....	\$ 27.60	15.82
GROUP 4.....	\$ 27.60	15.82

Laborers: (GUNITE - AREA B:)

GROUP 1.....	\$ 27.10	15.82
GROUP 2.....	\$ 26.60	15.82
GROUP 3.....	\$ 26.01	15.82
GROUP 4.....	\$ 25.89	15.82

Laborers: (WRECKING - AREA A:)

GROUP 1.....	\$ 27.14	15.82
GROUP 2.....	\$ 26.99	15.82

Laborers: (WRECKING - AREA B:)

GROUP 1.....	\$ 26.14	15.82
GROUP 2.....	\$ 25.99	15.82

Landscape Laborer (GARDENERS,

HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction.....	\$ 26.89	15.82
(2) Establishment Warranty Period.....	\$ 20.58	15.82

Landscape Laborer (GARDENERS,

HORTICULURAL & LANDSCAPE

LABORERS - AREA B:)

(1) New Construction.....	\$ 25.89	15.82
(2) Establishment Warranty Period.....	\$ 19.58	15.82

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

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LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill;

## Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonemason and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small

diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzelman

GROUP 2: Nozzelman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

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#### WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0067-010 07/01/2010

Rates	Fringes
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**Tunnel and Shaft Laborers:**

GROUP 1.....	\$ 33.35	16.08
GROUP 2.....	\$ 33.12	16.08
GROUP 3.....	\$ 32.87	16.08
GROUP 4.....	\$ 32.42	16.08
GROUP 5.....	\$ 31.88	16.08
Shotcrete Specialist.....	\$ 33.87	16.08

**TUNNEL AND SHAFT CLASSIFICATIONS**

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-001 07/01/2009

	Rates	Fringes
Plasterer tender.....	\$ 28.37	14.14

LABO0139-002 07/01/2009

**NAPA, SOLANO AND SONOMA COUNTIES**

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 27.28	14.93

LABO0185-002 07/01/2009

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,  
SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
<b>LABORER</b>		
Mason Tender-Brick.....\$ 27.03	14.93	

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LAB00291-001 07/01/2009

MARIN COUNTY

	Rates	Fringes
<b>LABORER</b>		
Mason Tender-Brick.....\$ 28.28	14.93	

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PAIN0016-004 01/01/2011

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....\$ 32.71	19.16	

**PREMIUMS:**

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

**HIGH WORK:**

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per houir additional

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PAIN0016-005 01/01/2011

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....\$ 36.24		18.07

PAIN0016-007 01/01/2011

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....\$ 27.78		15.27

SPRAY/SANDBLAST: \$0.50 additional per hour.  
EXOTIC MATERIALS: \$1.00 additional per hour.

HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-008 01/01/2011

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....\$ 44.87		17.41

PAIN0169-004 01/01/2011

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....\$ 41.88		20.29

\* PAIN0567-001 01/01/2011

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
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**Painters:**

Brush and Roller.....	\$ 23.68	9.06
Spray Painter & Paperhanger.	\$ 24.53	9.06

**PREMIUMS:**

Special Coatings (Brush), and Sandblasting = \$0.50/hr

Special Coatings (Spray), and Steeplejack = \$1.00/hr

Special Coating Spray Steel = \$1.25/hr

Swing Stage = \$2.00/hr

\*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2010

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
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SOFT FLOOR LAYER.....	\$ 25.93	10.41
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PAIN0567-010 07/01/2010

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
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## Drywall

(1) Taper.....\$ 26.54	9.74
(2) Steeplejack - Taper, over 40 ft with open space below.....\$ 28.04	9.79

PAIN0767-004 01/01/2011

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....\$ 32.34		18.49

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2009

## HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....\$ 29.44	12.51	
GROUP 2.....\$ 24.23	12.51	
GROUP 3.....\$ 24.86	12.51	

## CLASSIFICATIONS

GROUP 1: Striping: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 04/30/2011

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at

Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 27.91	7.16

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PLAS0300-003 07/01/2009

	Rates	Fringes
<b>PLASTERER</b>		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.82	15.10
AREA 355: Marin, Napa & Sonoma Counties.....	\$ 32.82	15.30

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PLAS0300-005 06/28/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 28.65		18.56

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PLUM0038-002 07/01/2010

MARIN AND SONOMA COUNTIES

	Rates	Fringes
<b>PLUMBER</b> (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and		

research facilities as well  
as refrigeration  
pipefitting, service and  
repair work - MARKET

RECOVERY RATE.....	\$ 46.96	34.83
(2) All other work - NEW		
CONSTRUCTION RATE.....	\$ 55.25	37.04

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PLUM0038-006 07/01/2010

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter) .....	\$ 46.96	26.35

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PLUM0228-001 07/01/2011

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,  
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 36.20	21.68

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PLUM0343-001 07/01/2011

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.60	17.85
All Other Work.....	\$ 45.80	24.30

#### DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

PLUM0350-001 01/01/2011

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 34.60	10.50

PLUM0355-001 07/01/2011

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 28.20	7.65

PLUM0442-003 07/01/2011

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 35.95	22.18

PLUM0447-001 07/01/2011

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 39.82	20.30
Light Commercial Work.....	\$ 29.78	9.57

ROOF0081-006 08/01/2009

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 30.95	12.65

ROOF0081-007 08/01/2010

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,  
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,  
TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer.....	\$ 31.26	10.69

SFCA0483-003 01/01/2011

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 49.59	23.55

SFCA0669-003 04/01/2011

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,  
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,  
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 32.65	17.75

SHEE0104-006 07/01/2009

MARIN, NAPA, SOLANO SONOMA &amp; TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker Mechanical Contracts \$200,000 or less.....	\$ 43.32	26.40
All other work.....	\$ 47.73	26.67

SHEE0104-014 07/01/2009

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....\$ 33.43	24.31

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SHEE0162-006 07/01/2011

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

Rates	Fringes
SHEET METAL WORKER.....\$ 37.51	24.78

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SHEE0162-007 07/01/2011

ALPINE COUNTY

Rates	Fringes
SHEET METAL WORKER.....\$ 33.71	22.79

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SHEE0162-008 07/01/2011

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....\$ 37.51	24.78

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SHEE0162-014 07/01/2011

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

Rates	Fringes
SHEET METAL WORKER Mechanical Jobs \$200,000 & under.....\$ 28.86	23.46

Mechanical Jobs over \$200,000.....	\$ 37.76	23.96
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TEAM0094-001 07/01/2009

	Rates	Fringes
<b>Truck drivers:</b>		
GROUP 1.....	\$ 27.13	18.99
GROUP 2.....	\$ 27.43	18.99
GROUP 3.....	\$ 27.73	18.99
GROUP 4.....	\$ 28.08	18.99
GROUP 5.....	\$ 28.43	18.99

**FOOTNOTES:**

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.  
 Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

**TRUCK DRIVER CLASSIFICATIONS**

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over;

Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION